



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

REQUEST FOR QUOTATIONS

REQUEST FOR QUOTATION NUMBER: AG08-0021

DESCRIPTION: HD-3 Continuous Duty High Energy Pulse Degausser

QUOTATION DUE DATE AND TIME: January 16, 2008, at 3:00 p.m. Arizona Local Time.

OFFER SHOULD BE FAXED TO: Office of the Attorney General, Procurement Unit, (602) 542-8079. Offers may be mailed or delivered to the Office of the Attorney General, Attention: Procurement Unit, 1275 West Washington Street, Phoenix, AZ 85007.

Request for Quotation available in MS Word: A copy of this Solicitation is available in MS Word by sending an e-mail to sarah.bean@azag.gov. The Solicitation on file in the Office of the Attorney General Procurement Office shall have precedence over any differing documents. Changes to this solicitation shall be without effect unless proposed in accordance with the Uniform and Special Instruction Sections of this Solicitation and specifically accepted by the Arizona Office of the Attorney General.

Small Business: In accordance with A.R.S. §41-2535, this solicitation is restricted to small business. A "small business" is one that, including its affiliates, is independently owned and operated, is not dominant in the type of business it conducts, and which employs fewer than 100 full time employees or which has gross receipts of less than \$4 million in its last fiscal year. This procurement cannot exceed the aggregate dollar amount of fifty thousand dollars.

General: In accordance with A.R.S. §Title 41, Chapter 23, A.A.C. R2-7-336, quotations for the materials or services specified will be received by the Office of the Attorney General, at the above specified location, until the time and date cited. All quotations should be completed in ink or typewritten and returned via facsimile to (602) 542-8079. Additional instructions for preparing a quotation are provided in the Special Instructions to Offerors.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR QUOTATIONS.

Solicitation Contact Person:

Sarah Bean

Contracts Management Specialist

Phone: (602) 364-2534

Fax: (602) 542-8079

E-Mail: sarah.bean@azag.gov

SCOPE OF WORK

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1. Background

The Arizona Office of the Attorney General (AGO) Information Services Section has a need to quickly, easily, and permanently destroy and make inaccessible any data which may be on backup tapes and the hard drives of obsolete computer equipment. The AGO prefers to use degausser-type equipment to perform this task. The HD-3 Hard Drive and Tape Degausser appears to meet this need. Other brands that meet the following specifications and have similar capabilities will be considered. Any equipment offered must include a specification sheet detailing speed, operation, and capabilities of the machine. All equipment offered must meet the Media Re-Use and Media Disposal requirement mandated under the Health Insurance Portability and Accountability Act of 1996 ("HIPPA"). HIPPA reference material is attached as Exhibit A. The detailed product information submitted with the proposal should specifically state that the equipment meets HIPPA requirements.

2. Specifications

Any proposed magnetic degausser shall be a complete system and include everything to make the machine operational. The degausser offered must meet the following minimum list of technical specifications:

- 1) Include an external meter or display that measures the degaussing energy pulse
- 2) Emits a magnetic energy pulse of at least 1 Tesla
- 3) Able to run continuously for at least 8 hours
- 4) Able to degauss at least 200 items per hour
- 5) Include a degaussing chamber large enough to process ½ height hard drives, LTO tapes, and DLT tapes.

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3. Features

Size of the degausser (height x width x depth, including any attachments)		
Average cycle time		
Size (height x width x depth) of the degausser chamber		
Media size limitations feeding into the degausser		
Media size limitations exiting the degausser		
List exceptions for media that cannot be completely destroyed (magnetic remanence)		
Power requirements		
Equipment offered meets HIPPA Media Re-Use & Disposal Requirements, as identified in Exhibit A	YES	NO
All Media can be completely destroyed in compliance with HIPPA	YES	NO
Does the equipment meet the International Council on Non-Ionizing Radiation Protection (“ICNIRP”) Magnetic Exposure Guidelines?	YES	NO
List any Environmental restrictions for heat and humidity levels		
List features of the machine which makes it uniquely superior to other similar machines.		

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4. Price Sheet

ITEM	DESCRIPTION	QUANTITY	UNIT COST	TOTAL
1	HD-3 Hard Drive & Tape Degausser, new equipment in box, no demonstration, display, or remanufactured units, delivered Shipping F.O.B. Destination - Inside, Delivery to 15 South 15 th Avenue, Phoenix, AZ 85007, with first year warranty included..	1		
2	Optional: One year warranty extension for the HD-3 Hard Drive & Tape.	1		
3	Optional: List and price any optional equipment, which would enhance the base machine or increase performance			
Optional: Alternative Equipment				
4	Equivalent Brand Hard Drive & Tape Degausser, new equipment in box, no demonstration, display, or remanufactured units, delivered Shipping F.O.B. Destination - Inside, Delivery to 15 South 15 th Avenue, Phoenix, AZ 85007, with first year warranty included..	1		
	Equipment Manufacturer and Model:			
5	Optional: One year warranty extension for the Equivalent Brand Hard Drive & Tape Degausser.	1		
6	Optional: List and price any optional equipment, which would enhance the base machine or increase performance			
Delivery shall be within _____ days after receipt of order.			Subtotal	
			Tax	
			Total Cost	

SPECIAL TERMS AND CONDITIONS

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1. Contract

- 1.1 Authority to Contract: This Contract is issued in accordance with ARS §41-2535 for the Office of the Attorney General.
- 1.2 Contract Type: Firm Fixed Cost.
- 1.3 Term of Contract: The term of the Contract shall commence on the date of award and shall continue for up to one year, unless terminated, canceled or extended as otherwise provided herein. This contract may be extended for an additional 24 months by mutual written contract amendment.
- 1.4 Documents Incorporated by Reference: The State of Arizona's Uniform Instructions to Offerors (Rev 7.1) and Uniform Terms and Conditions (Rev 7) are a part of this document as if fully set forth herein. Copies of these documents are available at <http://www.azspo.az.gov/PoliciesDocuments/index.htm> or by calling Jerry Connolly, Office of the Attorney General at 602-542-8030.
- 1.5 Changes: AGO reserves the right to add or delete materials and make other changes within the general scope of work as may be deemed necessary to best serve the interests of the State.
- 1.6 Non-Exclusive Contract: AGO has the right to procure the services listed herein from Contractors other than those awarded Contracts pursuant to this Solicitation when necessary to meet the requirements of AGO.
- 1.7 Removal of Contractor's Employees: The Contractor agrees to utilize only experienced, responsible and capable people in the performance of this Contract. AGO may require that the Contractor remove from an assignment employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interests of AGO.
- 1.8 Ownership of Materials: All materials, documents, deliverables and/or other products of the Contract (including but not limited to e.g., work plans, reports, etc.) shall be the sole, absolute and exclusive property of AGO, free from any claim or retention of right on the part of the Contractor, its agents, Subcontractors, officers or employees.
- 1.9 Disability Access: Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this contract shall comply with A.R.S. § 41-2531 and § 41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

2. Contractor Responsibilities

- 2.1 Key Personnel: It is essential that the Contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor must assign specific individuals to key positions. Once assigned to work under the Contract, key personnel shall not be removed or replaced without the prior written approval of the Department. Contractor shall not charge the AGO for any costs associated with removing or replacing Key Personnel who are performing work under this Contract.
- 2.2 Availability of Contractor: The Contractor shall be available immediately upon receipt of the Notice to Proceed and remain available to AGO throughout the period of performance as stated in the Contract.

3. Offshore Performance of Work Prohibited

Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

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4. Pricing

Price contained herein shall be firm for the specified equipment and/or service and shall include: Shipping FOB Destination, and includes insurance, permits and all other incidental cost.

5. Operating and Maintenance Manuals:

The Contractor shall furnish a complete, detailed guide for maintenance and operation of the new equipment. It shall include an index covering equipment and options. Manuals shall contain manufacturer's printed data and shall be sufficiently broad to serve operating staff as a permanent set of instructions which they can rely upon to understand the general theory and concept of the system and assist them in making operating maintenance adjustments. Manuals shall be provided at no additional cost. Manuals shall be delivered with the equipment.

6. One Year Warranty:

All equipment supplied under this contract shall be fully guaranteed by the contractor for a minimum period of 12 months from the date of acceptance by the State. Any defects of design, workmanship, or materials, that would result in non-compliance with the contract specification, shall be fully corrected by the contractor (including parts and labor) without cost to the State. Warranty work requirements shall be performed by a technician on-site with a guaranteed response within eight working hours from receipt of call for service, Monday through Friday, from 8:00 a.m. to 5:00 p.m., excluding state holidays. Any service calls that cannot be resolved by telephone support will be followed up by an on-site visit from a service technician within 8 working hours from receipt of the initial call for service.

7. Maintenance:

The Contractor should provide the AGO with an option to purchase a maintenance agreement. The maintenance agreement shall provide all parts, labor, and software (including upgrades) required to keep the machine in optimum operating condition. Disposable parts not included in maintenance costs shall be specifically identified. The maintenance agreement should be offered in one year increments.

8. New Equipment:

All equipment, materials, parts, and other components incorporated in the work, or any item covered by this Contract, shall be new, of the latest model, and of the most suitable grade for the purpose intended. Used, refurbished or display models shall not be considered.

9. Invoicing

Invoices shall include the Contract Number and be submitted per the pricing schedule. AGO will process the approved claim for payment in accordance with the standard operating procedures of the State of Arizona.

7. Federal Immigration Laws, Compliance by State Contractors

By entering into the contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal Immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the contract. The contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect find or that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance is the responsibility of the Contractor.

8. Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law,

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statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

9. Insurance Requirements

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

9.1. **Minimum Scope and Limits of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

9.1.1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- | | |
|--|-------------|
| • General Aggregate | \$1,000,000 |
| • Products – Completed Operations Aggregate | \$ 500,000 |
| • Personal and Advertising Injury | \$ 500,000 |
| • Blanket Contractual Liability – Written and Oral | \$ 500,000 |
| • Fire Legal Liability | \$ 25,000 |
| • Each Occurrence | \$ 500,000 |

- a. The policy shall be endorsed to include the following additional insured language: *“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.*
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

9.1.2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$500,000
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- a. The policy shall be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.

9.1.3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000

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Disease – Each Employee	\$100,000
Disease – Policy Limit	\$100,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

9.2 **Additional Insurance Requirements:** The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

9.3 **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department Representative's Name & Address) and shall be sent by certified mail, return receipt requested.

9.4 **Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

9.5 **Verification of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to (State of Arizona Department Representative's Name and Address). The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

9.6 **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

9.7 **Approval:** Any modification or variation from the insurance requirements in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

9.8 **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

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1. PREPARATION OF QUOTES:

- 1.1. Erasures, interlineations or other modifications in the Bid shall be initialed in original ink by the authorized person signing the Vendor Offer.
- 1.2. In case of error in the extension of prices in the quotation, unit price shall govern. No Quote shall be altered, amended or withdrawn after the specified quotation due time and date.
- 1.3. Periods of time stated as a number of days, shall be calendar days.
- 1.4. It is the responsibility of all Offerors to examine the entire Request for Quotation package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a Quote.

2. **INQUIRIES:** Any question related to this solicitation shall be directed to the Contact Person whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits (Fax 602-542-8079 or e-mail Sarah.Bean.@azag.gov preferred). Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number.

3. **SUBMISSION:** Quotations shall be signed where applicable and received as designated on the cover page no later than as indicated.

4. COMPONENTS OF A COMPLETE OFFER:

4.1. Offer submittal: Offers should be submitted in accordance with the directions of this solicitation. Offers must be received by the Quotation Due Date and Time. It is preferred offers are faxed to 602-542-8079.

4.2. Offer Format: The following information should be submitted with each Offer and in this order. Failure to include all of the requested information may result in the Offer being rejected:

4.2.1. Offer and Contract Award Form: Offeror should complete the top half of the Offer and Contract Award form (Attachment 1). The Offer and Contract Award form from within the Solicitation should be submitted with the Offer and should include the signature of a person authorized to bind with the Offeror.

4.2.2. W9 Form (Attachment 2): The W9 form from within the Solicitation should be completed in its entirety and submitted with the Offer.

4.2.3. Cost: Complete the price sheet with a firm, fixed cost. (Page 2 - 3).

4.2.4. Informational Materials: Provide specifications and product literature and complete features sheet (Page 3). The Offeror should address how the degausser meets the minimum technical requirements and detail the features that make this machine unique and the most beneficial for this application. The Offeror should provide details of the maintenance to be provided and options available, including associated costs. In particular, the Offeror should indicate response times, availability of replacement parts, and schedule of routine maintenance inspections.

4.2.5. References: Provide a minimum of three references.

4.2.6. Availability Statement: Offeror shall indicate the amount of time necessary to deliver and install the equipment after receipt of an order.

5. **WITHDRAWAL OF QUOTE:** At any time prior to a specified solicitation due time and date, an Offeror (or designated representative) may withdraw the quote. Facsimiles, telegraphic or mailgram withdrawals will be considered if on letterhead and bearing appropriate signatory signature.

6. **OPENING:** This is an informal quote and will not be read at a public opening . A bid abstract will be kept and the bid abstract shall be available for public inspection after opening.

7. **PRICING:** Price contained herein shall be firm for the specified commodities and/or service and shall include: Shipping FOB Destination - Inside Delivery, and includes insurance, permits and all other incidental cost.

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8. **PAYMENT:** In accordance with Arizona Revised Statute § 35-342, any agency which purchases or procures goods and services from a nongovernmental entity on account shall pay the account in full within thirty days after receipt of goods or services and correct notice of amount due in writing to the agency or shall pay interest on the outstanding balance at the rate of ten per cent per annum (as prescribed in § 44-1201) until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.
9. **DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date the State's warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more shall be deducted from the quotation price in determining the low quotation. The State shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.
10. **TAXES:** The State will pay any applicable State of Arizona transaction privilege tax and any other applicable state or local taxes on the services rendered or products supplied. No payment shall be made for any personal property taxes levied on vendor or any taxes levied on employee's wages. Applicable taxes shall be shown separately on any invoice and such sums shall be due and payable to vendor upon delivery. If claiming a tax exemption, State will provide vendor with valid tax exemption certificates. The amount of any applicable transaction privilege or use tax of a political subdivision of this state is not a factor in determining lowest bidder if a competing bidder located outside of this state is not subject to a transaction privilege or use tax of a political subdivision of this state. Taxes will not be considered as part of the evaluation process.
11. **BRAND NAME OR EQUAL:** Any manufacturer's names, trade names, brand name or catalog designations used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to approximate the quality design or performance which is desired. Any bid, which proposes like quality, design or performance, will be considered. If the description of your offer differs in any way, you must give complete detailed description of your quotation including pictures and literature where applicable. Unless a specific exception is made, the assumption will be that the bid will be exactly as specified in this Solicitation.
12. **ESTIMATED QUANTITIES:** This solicitation references quantities as a general indication of the needs of the AGO, however, the quantities shown are estimates only and the AGO reserves the right to increase or decrease any quantities actually acquired. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.
13. **COST OF BID PREPARATION:** The State shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
14. **PUBLIC RECORD:** All bids submitted in response to this Request for Quotations shall become the property of the State and shall become a matter of Public Record available for review, subsequent to the award notification, as provided for by the Arizona Procurement Code.
15. **DISABILITY ACCESS:** Any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. § 41-2531 and § 41- 2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities. If the offeror believes that compliance with this requirement poses an Undue Burden, the Offeror shall notify the procurement officer in writing at least five days before the offer due date and time.
16. **OFFSHORE PERFORMANCE OF WORK PROHIBITED:** Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

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17. **FEDERAL IMMIGRATION LAWS, COMPLIANCE BY STATE CONTRACTORS:** By signing the offer the Offeror warrants that it and all proposed subcontractors are in compliance with the federal immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Offeror shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Procurement Officer upon request.

18. **EVALUATION CRITERIA:**

This contract shall be awarded to the responsible Offeror whose quote is most advantageous to the Arizona Office of the Attorney General. Evaluation Criteria in relative order of importance are listed below:

- 18.1. Features of the equipment;
- 18.2. Cost;
- 18.3. Reliability of the Firm;
- 18.4. Conformance to the Terms and Conditions of this solicitation.

19. **DISCUSSIONS:** After the initial receipt and evaluation of Offers, AGO may conduct discussions with Offerors whose Offers are deemed to be reasonably susceptible to award. Notwithstanding this section, Offers should be submitted initially complete and on most favorable terms. In the event discussions are conducted, AGO shall issue a written request for Best and Final Offers.

20. **BEST AND FINAL OFFER:** The request for Best and Final Offer shall inform Offerors, that if they do not submit a Best and Final Offer or a notice of withdrawal, their immediate previous Offer will be considered as their Best and Final Offer. The Offeror's "immediate previous Offer" will consist of the Offeror's original proposal submission and any documents submitted by the Offeror during discussions.

21. **AWARD OF CONTRACT:**

A response to this Request for Quotation is an offer to contract with the State of Arizona based upon the terms, conditions and specifications contained in the State's Request for Quotation. Quotations do not become contracts unless and until an authorized procurement officer accepts them. A contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the Terms and Conditions of the procurement contract are contained in the Request for Quotation, unless any of the Terms and Conditions are modified by a contract amendment or by mutually agreed Terms and Conditions in the contract documents. Unless the Offeror states otherwise, or unless otherwise provided within this solicitation, the State reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the State. Notwithstanding any other provision of the Request for Quotation, the State reserves the right to:

- 21.1.1. Waive any immaterial defect or informality; or
- 21.1.2. Reject any or all quotations, or portions thereof; or
- 21.1.3. Reissue a Solicitation.

22. **DEFINITIONS**

- 22.1. Shall, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
- 22.2. Should, Will: indicates something that is recommended but not mandatory.
- 22.3. May: Indicates something that is not mandatory but permissible.


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References: Provide a minimum of three references.

REFERENCE #1 Company: Contact: Street Address City, State, Zip Telephone # Fax # E-Mail:	REFERENCE #2 Company: Contact: Street Address City, State, Zip Telephone # Fax # E-Mail:
REFERENCE #3 Company: Contact: Street Address City, State, Zip Telephone # Fax # E-Mail:	REFERENCE #4 Company: Contact: Street Address City, State, Zip Telephone # Fax # E-Mail:

ATTACHMENT 1**AG08-0021**

	OFFER AND CONTRACT AWARD	Office of the Attorney General Purchasing Unit 1275 West Washington Street Phoenix, Arizona 85007 (602) 542-8030														
	SOLICITATION NO. AG08-0021															
OFFER																
TO THE STATE OF ARIZONA: The undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with paragraph one of the State of Arizona Uniform Terms and Conditions.																
<table style="width: 100%;"><tr><td style="width: 50%; vertical-align: top;">General Information:</td><td style="width: 50%; vertical-align: top;">For clarification of this Offer Contact:</td></tr><tr><td style="border-bottom: 1px solid black;">Arizona Transaction Privilege (Sales) Tax License Number</td><td style="border-bottom: 1px solid black;">Name</td></tr><tr><td style="border-bottom: 1px solid black;">Federal Employer identification Number</td><td style="border-bottom: 1px solid black;">Telephone Number Fax Number</td></tr><tr><td style="border-bottom: 1px solid black;">Company Name</td><td style="border-bottom: 1px solid black;">E-Mail Address</td></tr><tr><td style="border-bottom: 1px solid black;">Company Address</td><td style="border-bottom: 1px solid black;">Signature of Authorized Person Date</td></tr><tr><td style="border-bottom: 1px solid black;">City State Zip Code</td><td style="border-bottom: 1px solid black;">Printed Name</td></tr><tr><td style="border-bottom: 1px solid black;">General Office Telephone Number</td><td style="border-bottom: 1px solid black;">Title</td></tr></table>			General Information:	For clarification of this Offer Contact:	Arizona Transaction Privilege (Sales) Tax License Number	Name	Federal Employer identification Number	Telephone Number Fax Number	Company Name	E-Mail Address	Company Address	Signature of Authorized Person Date	City State Zip Code	Printed Name	General Office Telephone Number	Title
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Company Address	Signature of Authorized Person Date															
City State Zip Code	Printed Name															
General Office Telephone Number	Title															
Small business certification: Vendor [is__] or [is not __] a small business (less than 100 employees or has gross revenues of \$4 million or less.) Minority/Woman Owned Enterprise Certification (MBE/WBE): Vendor [is __] or [is not __] a Minority Owned Business Enterprise. Vendor [is __] or [is not __] a Woman Owned Business Enterprise.																
ACCEPTANCE OF OFFER AND CONTRACT AWARD (For Arizona State Use Only)																
<p>Your offer is hereby accepted:</p> <p>The Contractor is now bound to sell the materials, services or construction listed by the attached award notice based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the Office of the Attorney General.</p> <p>This Contract shall henceforth be referred to as Contract No. _____.</p> <p>The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until the Contractor receives an executed purchase order or Contract release document.</p> <div style="text-align: right; margin-top: 20px;"><p>STATE OF ARIZONA</p><p>OFFICE OF THE ATTORNEY GENERAL</p><p>Awarded this _____ day of _____, 2008</p> <p>_____ Jerry Connolly Contract Management Supervisor</p></div>																

ATTACHMENT 2

AG08-0021

State of Arizona Substitute W-9 & Vendor Authorization Form



Purpose: Establish or update a vendor account with the State of Arizona. This form meets the Federal requirements to request a taxpayer identification number (TIN), request certain certifications and claims for exemption, as well as the State of Arizona requirements for vendor establishment.

Instructions: Complete form if

1. You are a U.S. person (including a resident alien);
2. You are a vendor that provides goods or services to an Arizona state agency; **AND**
3. You will receive payment from the State of Arizona.

Return completed form to the state agency with whom you do business, for review and authorization.

See instructions below or refer to the IRS instructions at www.irs.gov for details on completing this form.



Type of Request (Must select at least ONE) <input type="radio"/> New Request <input type="radio"/> New Location (Additional Mail Code) <input type="radio"/> Change (Select the type(s) of change from the following:		<input type="checkbox"/> Tax ID <input type="checkbox"/> Legal Name <input type="checkbox"/> Entity Type <input type="checkbox"/> Minority Business Indicator
Taxpayer Identification Number (TIN) (Provide ONE Only) Social Security Number (SSN) _____ OR Federal Employer Identification Number (FEIN) _____		<input type="checkbox"/> Main Address <input type="checkbox"/> Remittance Address <input type="checkbox"/> Contact Information
Entity Type (Must select one of the following (Coding (X#) is for internal purposes only)) <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="radio"/> Individual/Sole Proprietor or Sole Proprietor organized as LLC, PLLC (6I) <input type="radio"/> State of Arizona employee (1E) STATE HRIS EIN _____ </div> <div style="width: 50%;"> <input type="radio"/> Corporation NOT providing health care, medical or legal services (5A) <input type="radio"/> LLC, PLLC organized as corporation NOT providing health care, medical or legal services (5A) </div> <div style="width: 50%;"> <input type="radio"/> Corporation providing health care, medical or legal services (5M) <input type="radio"/> LLC, PLLC organized as corporation providing health care, medical or legal services (5M) </div> <div style="width: 50%;"> <input type="radio"/> Partnership, LLP or Partnership organized as LLC or PLLC (5C) <input type="radio"/> A state, a possession of the US, or any of their political subdivisions or instrumentalities (4G) </div> <div style="width: 50%;"> <input type="radio"/> An international organization or any of its agencies/instrumentalities (5U) <input type="radio"/> Other: Tax Reportable Entity (SP) Description _____ </div> <div style="width: 50%;"> <input type="radio"/> The US or any of its political subdivisions or instrumentalities (2G) <input type="radio"/> Other: Tax Exempt Entity (SH) </div> </div>		
Entity Name (Must Provide Legal Name) Legal Name* _____		
*Must match SSN or FEIN given. If Individual OR Sole Proprietorship enter First, Middle, Last Name.		
Main Address (Where tax information and general correspondence is to be mailed) DBA/Branch/Location _____ Address _____ City _____ State _____ Zip code _____		Remittance Address (Where payment is to be mailed) <input type="checkbox"/> Same as Main DBA/Branch/Location _____ Address _____ City _____ State _____ Zip code _____
Minority Business Indicator (Must select one of the following (Coding (X#) is for internal purposes only)) <div style="display: flex; flex-wrap: wrap;"> <div style="width: 33%;"> <input type="radio"/> Small Business (01) <input type="radio"/> Small Business- African American (23) <input type="radio"/> Small Business- Asian (24) <input type="radio"/> Small Business- Hispanic (25) <input type="radio"/> Small Business- Native American (27) <input type="radio"/> Small Business- Other Minority (05) <input type="radio"/> Small, Woman Owned Business (06) <input type="radio"/> Small, Woman Owned Business- African American (29) <input type="radio"/> Small, Woman Owned Business- Asian (30) </div> <div style="width: 33%;"> <input type="radio"/> Small, Woman Owned Business- Hispanic (31) <input type="radio"/> Small, Woman Owned Business- Native American (33) <input type="radio"/> Small, Woman Owned Business- Other Minority (11) <input type="radio"/> Woman Owned Business (03) <input type="radio"/> Woman Owned Business- African American (17) <input type="radio"/> Woman Owned Business- Asian (18) <input type="radio"/> Woman Owned Business- Hispanic (19) <input type="radio"/> Woman Owned Business- Native American (21) <input type="radio"/> Woman Owned Business- Other Minority (08) </div> <div style="width: 33%;"> <input type="radio"/> Minority Owned Business- African American (04) <input type="radio"/> Minority Owned Business- Asian (32) <input type="radio"/> Minority Owned Business- Hispanic (74) <input type="radio"/> Minority Owned Business- Native American (15) <input type="radio"/> Minority Owned Business- Other Minority (02) <input type="radio"/> Non-Profit, IRC §501(c) (88) <input type="radio"/> Non-Small, Non-Minority or Non-Woman Owned Business (00) <input type="radio"/> Individual, Non-Business (00) </div> </div>		
Vendor Contact Information Name _____ Title _____ Phone # _____ Ext. _____ Fax _____ Email _____		
Certification <input type="checkbox"/> Exempt from backup withholding Under Penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) AND 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding AND 3. I am a U.S. person (including U.S. resident alien). Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.		
Signature _____		Title _____ Date _____
STATE OF ARIZONA AGENCY USE ONLY		
Agency Authorization: Print Name _____ Signature _____ Title _____ AGY _____ Phone # _____ Email _____ Date _____		
STATE OF ARIZONA GAO USE ONLY		
VENDOR & STATE AGENCY: DO NOT WRITE BELOW THIS LINE <input type="checkbox"/> IRS TIN Matching <input type="checkbox"/> Corporation Commission Vendor Number _____ Processed by _____ Date Processed _____ <input type="checkbox"/> HRIS <input type="checkbox"/> GAO-03 <input type="checkbox"/> Other		

GAO-W-9 Revised 11/06/2007

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Final Security - Regulation Text

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287 PHYSICAL SAFEGUARDS

Standards	Sections	Implementation Specifications (R)= Required, (A)=Addressable	
Facility Access Controls	164.310(a)(1)	Contingency Operations	(A)
		Facility Security Plan	(A)
		Access Control and Validation Procedures	(A)
		Maintenance Records	(A)
Workstation Use	164.310(b)		(R)
Workstation Security	164.310(c)		(R)
Device and Media Controls	164.310(d)(1)	Disposal	(R)
		Media Re-use	(R)
		Accountability	(A)
		Data Backup and Storage	(A)

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164.310 Physical safeguards.

A covered entity must, in accordance with § 164.306:

(a)(1) Standard: Facility access controls. Implement policies and procedures to limit physical access to its electronic information systems and the facility or facilities in which they are housed, while ensuring that properly authorized access is allowed.

(2) Implementation specifications:

(i) Contingency operations (Addressable). Establish (and implement as needed) procedures that allow facility access in support of restoration of lost data under the disaster recovery plan and emergency mode operations plan in the event of an emergency.

(ii) Facility security plan (Addressable). Implement policies and procedures to safeguard the facility and the equipment therein from unauthorized physical access, tampering, and theft.

(iii) Access control and validation procedures (Addressable). Implement procedures to control and validate a person's access to facilities based on their role or function, including visitor control, and control of access to software programs for testing and revision.

(iv) Maintenance records (Addressable). Implement policies and procedures to document repairs and modifications to the physical components of a facility which are related to security (for example, hardware, walls, doors, and locks).

(b) Standard: Workstation use. Implement policies and procedures that specify the proper functions to be performed, the manner in which those functions are to be performed, and the physical attributes of the surroundings of a specific workstation or class of workstation that can access electronic protected health information.

(c) Standard: Workstation security. Implement physical safeguards for all workstations that access electronic protected health information, to restrict access to authorized users.

(d)(1) Standard: Device and media controls. Implement policies and procedures that govern the receipt and removal of hardware and electronic media that contain electronic protected health information into and out of a facility, and the movement of these items within the facility.

(2) Implementation specifications:

(i) Disposal (Required). Implement policies and procedures to address the final disposition of electronic protected health information, and/or the hardware or electronic media on which it is stored.

(ii) Media re-use (Required). Implement procedures for removal of electronic protected health information from electronic media before the media are made available for re-use.

(iii) Accountability (Addressable). Maintain a record of the movements of hardware and electronic media and any person responsible therefore.

(iv) Data backup and storage (Addressable). Create a retrievable, exact copy of electronic protected health information, when needed, before movement of equipment.

HIPAAregs

HIPAAAdvisory

HIPAAAdvisory > HIPAAregs > Final Security

PHOENIX HEALTH SYSTEMS

news
regs
action
tech
wares
alert
live
latest
healthcare
store
help desk
search
contact
site map

Security Standards

Regulation Text

For the reasons set forth in the preamble, the Department of Health and Human Services amends title 45, subtitle A, subchapter C, parts 160, 162, and 164 as set forth below:

PART 160--GENERAL ADMINISTRATIVE REQUIREMENTS

1. The authority citation for part 160 continues to read as follows:

Authority: Sec. 1171 through 1179 of the Social Security Act, (42 U.S.C.1320d-1329d-8) as added by sec. 262 of Pub. L. 104-191, 110 Stat. 2021-2031 and sec. 264 of Pub. L. 104-191 (42 U.S.C. 1320d-2(note)).

2. In § 160.103, the definitions of "disclosure", "electronic media", "electronic protected health information," "individual," "organized health care arrangement", "protected health information," and "use" are added in alphabetical order to read as follows:

§ 160.103 Definitions.

Disclosure means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.

Electronic media means:

(1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or

(2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

Electronic protected health information means information that comes within paragraphs (1)(i) or (1)(ii) of the definition of protected health information as specified in this section.

Individual means the person who is the subject of protected health information.

Organized health care arrangement means:

(1) A clinically integrated care setting in which individuals typically receive health care from more than one health care provider;

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PHOENIX HEALTH SYSTEMS

Secure Removal of Protected Health Information

Cleaning Hard Drives to the HIPAA Standard Prior to Disposal or Donation

By Steve Hardwick

The new requirements for HIPAA compliance may mean that existing computer systems will require upgrading. But per the standard, before the PC is recycled, donated, or re-sold, all PHI data must be removed.

Other options for passing on that old computer include taking it to a PC recycler or toxic waste disposal center. Besides, filling up landfills is not environmentally friendly, especially considering the foul substances that can leech out of old computers.

With increasing pressure to reduce costs and the availability of new methods to resell computers, businesses are looking for ways to either internally recycle their aging computer inventory or sell them into a growing used computer market. It is not unusual to find companies reselling their excess equipment on Internet sites such as eBay. However, in all cases there is a requirement to remove all of the PHI data stored on the computer before its disposal.

Data Storage Basics

To understand the challenges of data removal, you must first understand the basics of data storage. There are fundamentally two ways of retaining data in the PC, RAM memory and disk, principally the hard drive. Initially, before a hard drive can be used it has to be conditioned to accept information. This occurs in two steps. Using FDISK will establish the areas on the drive and how they are going to be used. Formatting sets up an environment on the disk so that the operating system can store and access files from the drive. The misconception is that these steps can also be used to remove any existing information.

Myths about Data Removal

Myth #1 – I can just empty my recycle bin

As many users will already know, when a file is deleted with a delete command, it is not really removed; it just goes to the Recycle Bin. Once the recycle bin is emptied, it is gone, right? Unfortunately, no, it isn't. The operating system makes the disk space available for future use. New data will overwrite the unused information. Until it is overwritten, the previous data can easily be recovered.

When the drive is reformatted the utility will merely rewrite the information that is used to locate the files on the drive. Essentially, it will tell the operating system that there are no files and that all of the space on the disk is free. Until the operating system comes along and writes new data over the old, the original data still exists.

HIPAA section 164.310 Physical safeguards

Section (d)(2) Implementation specifications: contains the following regulations:

- (i) Disposal (Required). Implement policies and procedures to address the final disposition of electronic protected health information, and/or the hardware or electronic media on which it is stored.
- (ii) Media re-use (Required). Implement procedures for removal of electronic protected health information from electronic media before the media are made available for re-use.
- (iii) Accountability (Addressable). Maintain a record of the movements of hardware and electronic media and any person responsible therefore.

The loss of confidential information left on resold PCs can be catastrophic in today's information rich economy.

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Myth #2 – I can just run FDISK on the drive again

In the case of an FDISK operation, all of the information that is needed to locate the data from the operating system is removed. But as in the reformatting case, the original data is still there in its rawest of forms. Tools are readily available which will extract large portions of data even though the disk is presumed clean.

The Bottom Line

None of the standard tools described above will remove the bulk of the data contained on the hard drive. The only solution to ensure that the information on the hard drive is removed is to either physically destroy the drive itself, or write over all of the existing data so that it cannot be recovered.

US Department of Defense (DOD) 5220.22-M Standard

There has been a standard in place for some time that addresses the problem of permanent removal of data from a hard drive. The standard was developed by the Defense Security Service (DSS) and is used by many federal and commercial organizations. Under the National Industrial Security Program (NISP), DSS Industrial Security Representatives oversee cleared contractor facilities and assist the organizations' management staff and Facility Security Officers in formulating their security programs. As part of the NISP initiative, DSS has developed the DOD standard 5220.22-M NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL. Among other items, the standard outlines the method to be used for removing data from unclassified hard drives – sanitizing. NISP defines an overwriting technique that will remove any existing data yet leave the hard drive in a state where it can be reused. The process involves the following two steps:

1. Before any sanitization product is acquired, careful analysis to the overall costs associated with overwrite/sanitization should be made. Depending on the contractor's environment, the size of the drive and the differences in the individual products time to perform the sanitization, destruction of the media might be the preferred (i.e., economical) sanitization method.
2. Overwrite all addressable locations with a character, then its complement. Verify "complement" character was written successfully to all addressable locations, then overwrite all addressable locations with random characters; or verify third overwrite of random characters. Overwrite utility must write/read to "growth" defect list/sectors or disk must be mapped before initial classified use and remapped before sanitization. Difference in the comparison lists must be discussed with the DSS Industrial Security Representative (IS Rep) and/or Information System Security Professional (ISSP) before declassification.
Note: Overwrite utilities must be authorized by DSS before use.

View the full matrix of recommended disposal methodologies for a wide variety of computer components.

Other Considerations when Choosing a Disk Sanitizing Product

In addition to meeting the process defined by the DOD 5220.22-M standard there are some other important criteria that should be taken into consideration before selecting a product.

BIOS independence

Part of the PC hardware contains the BIOS (basic input/output system) program. Older BIOSs can return an incorrect disk size when it is not compatible with a newer larger hard drive. This is not noticed during normal operation as the flaw is automatically corrected by the operating system. However if the sanitizing product is not independent of the BIOS, then it will only remove the data from part of the hard drive as reported by the BIOS. This will result in data being left behind on the disk, which could be PHI data.

Hard drive standard compatibility

There are two predominant standards for hard drive technology used by personal computers today. One is IDE and the other is SCSI. The sanitizing utility should be able to sanitize either drive type

Size compatibility

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As hard drive sizes continue to increase, it is important to verify that the sanitizing product is able to address the larger drives. Hard drive sizes have already exceeded the 100 gigabyte limit. Many products are not yet capable of handling this size of drive.

Reporting

An important part of the HIPAA regulation is accounting. There needs to be a record that all of the software that was on the drive has been removed. This will allow the software to be legally re-used on another computer. By having a record that all company information has been removed, the drive can then be safely resold outside of the company.

Summary

As computer systems become faster and cheaper, the desire to replace them in the workplace will result in the need to dispose of the obsolete equipment. Although this equipment may not meet the needs of the business there is a thriving market, especially for personal use, for reselling it.

However, it is important that no PHI or software is lost in this transaction. If this occurs the impact can range from inconvenience, public embarrassment, fiscal damage or violations of HIPAA requirements. The DOD standard 2550.22-M provides a good, proven framework for designing a digital data disposal process. This can be augmented by some other considerations that are not currently included in the standard to help select the right sanitizing product. This will result in meeting the goal of retiring obsolete equipment and recovering any residual value while not compromising digital data security.

Steve Hardwick is Director of Product Management, Infracore. Infracore is a provider of software and services designed to protect digital files and sensitive business information that is accessible inside and outside of an organization. He can be contacted at hardwick@infracore.com.

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PHOENIX HEALTH SYSTEMS

Disk Sanitization

It's a wise precaution to remove sensitive data from computer disks before the disks are either transferred from one area to another or discarded. The process is referred to as disk sanitizing, cleaning, purging, or wiping. The method you choose to sanitize a disk should depend on the security requirements of your organization.

Removing a file actually only removes the pointer to the file. Common utilities can often recover deleted files, so the data may still be recoverable. Three techniques available for disk sanitization are:


- overwriting
- degaussing
- destruction

Overwriting a disk by using the format command is usually enough for most purposes, because it greatly reduces the chance that any data can be recovered from the disk. However, any data that remains can potentially be accessed by someone with enough expertise, determination, or money. To ensure that no one could ever recover data from a disk, you need to degauss or destroy it or keep it in a secure location until the disk is needed again.

Special Publication 800-88, "Guidelines for Media Sanitization" (PDF)

This guide from the National Institute of Standards and Technology (NIST) is intended to assist organizations and system owners in making practical sanitization decisions based on the level of sensitivity of their information. It does not specifically address all known types of media, however, the described draft sanitization decision process can be applied universally to all forms of media and categorizations of information.

Destroying Data the DOD Way: Military Standards Help Ensure Compliance for Electronic Data Security


 by Angie Singer Keating, Journal of AHIMA, July – August 2005

One of the most efficient and effective ways to sanitize or physically destroy computer hard drives is to follow the stringent standards established by the US Department of Defense (DOD). This article compares digital sanitation and physical destruction and helps you determine which method is best for your organization.

Secure Removal of Protected Health Information whitepaper by Steve Hardwick, Infracore, April 29, 2003

Ultimate Data Destruction: Software Tools  by Patrick Norton, David Prager, and Roman Loyola, TechTV, February 20, 2003

If you don't want to physically destroy the hard drive, there are several software tools you can use to wipe out your data. They do a lot better job than a simple reformat.

"Sanitization of Information Technology Equipment and Electronic Media" Policy from the KY Governor's Office of Technology 

"Remembrance of Data Passed: A Study of Disk Sanitization Practices" 

**Department of Defense
Clearing and Sanitization Matrix
(DOD 5220.22-M)**

from the January 1995 National Industrial Security Program Operating Manual

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HIPAA tech: Disk Sanitization

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Media	Clear	Sanitize
Magnetic Tape1		
Type I	a or b	a, b, or m
Type II	a or b	b or m
Type III	a or b	m
Magnetic Disk		
Bernoullis	a or c	m
Floppies	a or c	m
Non-Removable Rigid Disk	c	a, d, or m
Removable Rigid Disk	a or c	a, d, or m
Optical Disk		
Read Many, Write Many	c	m
Read Only		m, n
Write Once, Read Many (Worm)		m, n
Memory		
Dynamic Random Access memory (DRAM)	c or g	c, g, or m
Electronically Alterable PROM (EAPROM)	i	i or m
Electronically Erasable PROM (EEPROM)	i	n or m
Erasable Programmable (ROM (EPROM)	k	i, then c, or m
Flash EPROM (FEPRM)	i	c then i, or m
Programmable ROM (PROM)	c	m
Magnetic Bubble Memory	c	a, b, c, or m
Magnetic Core Memory	c	a, b, e, or m
Magnetic Plated Wire	c	c and f, or m
Magnetic Resistive Memory	c	m
Nonvolatile RAM (NOVRAM)	c or g	c, g, or m
Read Only Memory ROM		m
Static Random Access Memory (SRAM)	c or g	c and f, g, or m
Equipment		
Cathode Ray Tube (CRT)	g	g
Printers		
Impact	g	p then g
Laser	g	o then g

Clearing and Sanitization Matrix

- Degauss with Type I, II, or III degausser.
- Degauss with same Type (I, II, or III) degausser.
- Overwrite all addressable locations with a single character.
- Overwrite all addressable locations with a character, its complement, then a random character and verify. THIS METHOD IS NOT APPROVED FOR SANITIZING MEDIA THAT CONTAINS TOP SECRET INFORMATION.
- Overwrite all addressable locations with a character, its complement, then a random character.

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- f. Each overwrite must reside in memory for a period longer than the classified data resided.
- g. Remove all power to include battery power.
- h. Overwrite all locations with a random pattern, then with binary zeros, and finally with binary ones.
- i. Perform a full chip erase as per manufacturer's data sheets.
- j. Perform i above, then c above, a total of three times.
- k. Perform an ultraviolet erase according to manufacturer's recommendation.
- l. Perform k above, but increase time by a factor of three.
- m. Destroy - Disintegrate, incinerate, pulverize, shred, or melt.
- n. Destruction required only if classified information is contained.
- o. Run one page (font test acceptable) when print cycle not completed (e.g. paper jam or power failure). Dispose of output as unclassified if visual examination does not reveal any classified information.
- p. Ribbons must be destroyed. Platens must be cleaned.
- q. Inspect and/or test screen surface for evidence of burned-in information. If present, the screen must be destroyed.

NOTE: As of 22 April, 2002 shredding of IA products is not authorized.